

Terms and Conditions for Venue Users

The legal groundwork governing each venue user's use of My Sport Space app..

Our Service

My Sport Space Inc., also referred to as "we", "us" and "our" throughout this document, provides an online booking platform where bookings can be made for subscribing venues. A subscribing venue is also referred to as "venue" throughout this document. By making a booking the venue user enters into a direct contractual relationship with the corresponding venue. A user's reservation or use of a venue is bound by the terms and conditions of the Venue where the reservation is finalized. A venue user is also referred to as "you" and "your" throughout this document.

The information that is provided on the venue subdomain is managed exclusively by the venue and as such the venue is fully responsible for updating all rates, availability and other information which is displayed on its pages. We are not a party to any rental or other agreement between users. This is true even if My Sport Space allows you to book a rental or provides other ancillary products or services, as we may facilitate booking a rental or other tools, services or products, but we are not a party to any rental or other agreement between users. As a result, any part of an actual or potential transaction between a venue user and a venue, including the quality, condition, safety or legality of the properties advertised, the truth or accuracy of the listings (including the content thereof or any review relating to any venue), the ability of venue users to rent a facility are solely the responsibility of each user.

We act as an intermediary between you and the venue by facilitating the communication of booking-transaction details.

Although we will use reasonable skill and care in performing our services we will not verify and cannot guarantee that all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information.

Our application does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level or qualification of any venue made available.

Payment of bookings

We will use a payment provider in order to take payments for bookings and you will be prompted to enter payment-method details (i.e. credit card details) when setting up your profile within the My Sport Space app.

Bookings for venues are on a *book now, pay later method* and are not charged immediately (unless said booking is within the 24 hour Lock-in margin described below), but rather secured by the provision of your credit card and charged 24 hours prior to the reservation.

Importantly, in *all* cases where credit-card information is gathered in My Sport Space app, it is only forwarded directly to the secure credit-card store of our payment gateway. After your credit card information is in our payment gateway, we have the ability to issue arbitrary transactions on it. As such, by choosing to provide your credit card details through the My Sport Space app., you are agreeing to empower us to make charges to your credit card as appropriate.

A number of industry-standard mechanisms are in place to prevent us from charging your credit card in a fraudulent manner. These mechanisms include

- delaying, as a precautionary measure, the transfer of funds from the payment-gateway provider to our bank account until 24 hours prior to the reservation,

- giving you the ability to initiate a refund request for a transaction which you feel is fraudulent,
- sending a notification email detailing all charges submitted to our payment gateway for your credit card.

Verification and protection of credit card data

If credit card details are entered into the My Sport Space app., we will verify that the provided credit card is associated with a valid, open account and can be successfully charged. We do this via payment gateway verification facilities (all communication with the payment gateway is done through an industry-standard SSL connection). This does not result in the deduction or reservation of any funds, however in some cases cardholders may see a temporary authorization for a small amount on their account after their card has been verified. The authorization will fall off the cardholder's account within a few days and will never settle.

Sensitive credit card information (e.g. raw credit card numbers and verification codes) never makes contact with the servers on which the My Sport Space app is hosted. The security pages of our payment providers offer additional details: [Stripe](#).

Lock-in Time / Cancellation

If a booking is locked-in, it means that it has fallen into the stated cancellation policy and cannot be cancelled by the holder in a self-service manner online for a full refund.

Each venue sets a time margin that dictates the lock-in time for online bookings. The margin is a time span in hours (e.g. 24 hours). Using the My Sport Space application, you are able to cancel a booking that you have made if you do so before the lock-in time has been reached. The lock-in time is calculated as the scheduled booking start time minus the venue-specified lock-in margin. Cancellations that fall within the Lock-in margin will be subject to certain cancellation processing fees.

The lock-in state of the booking, as well as the booking cancellation options, are always detailed in the final stage of the online booking process. By completing the booking you agree to the lock-in and cancellation terms.

Visibility of Booking Details

A venue is able to configure their account such that your booking details may be visible to persons other than you and the administrators of the venue. A venue may also change such settings in their account at any time, which may affect the visibility of your existing bookings.

By making a booking at any time, you hence agree that basic details about your booking may be shown to other persons interacting with the venue's account. These basic details are 1) your first and last name, 2) your organization (if any), 3) the spaces of the booking, and 4) the booking title (if any).

We are not liable for any consequences relating to the disclosure of booking details in this way. If you are in doubt about how your booking details will be seen by other users, you must first contact the venue and seek clarification before making any bookings.

Further correspondence

By completing a booking, you agree to receive an email or push notification 1) in the event a booking is confirmed, 2) in the event you cancel or change a booking. You will receive a receipt from our payment gateway at the time your credit card is charged.

Other than communications initiated from us or the venue regarding your booking, notification of addition to other subscribing venues and changes made to your personal user profile (e.g. password-reset emails), we shall not send any unsolicited notices, emails or correspondence, unless you specifically agree otherwise.

The venue agrees that they will use your information with discretion, not engage in spamming via email or phone and not pass on information to any third parties unless you specifically agree otherwise.

Privacy

My Sport Space Inc. uses high ethical standards and respects your privacy and we will duly and diligently safeguard and protect the privacy and confidentiality of your personal details, including your credit card details.

For further information, please view our Privacy Policy for Venue Users.

Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your booking as set out in the confirmation email (whether for one event or series of connected events).

To the extent permitted by law, neither we nor any of our officers, directors, employees, representatives or otherwise making available the My Sport Space app and its contents shall be liable for damage, injury or liability wholly or partly to any act or omission of a customer or to any act or omission of the venue (its employees, directors, officers, agents, representatives or affiliated companies), including any (partial) cancellation, overbooking, strike or any other event beyond our control.

Miscellaneous

Unless stated otherwise, the software required for our services and used by our app and the intellectual property rights (including the copyrights) of the contents and information of and material on our website are owned by My Sport Space Inc..

About My Sport Space Inc.

My Sport Space Inc. is a private company incorporated in the state of Delaware and licenced to do business in Oklahoma. My Sport Space Inc. has its headquarters in Oklahoma City, Oklahoma. USA.

Contact Us

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